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3 UNITED STATES DISTRICT COURT

4 DISTRICT OF NEVADA

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6 RONALD COLLINS,

Case No. 3:16-cv-00111-MMD-WGC

7 v.

Plaintiff,

ORDER

8 JOSHUA COLLINS, *et al.*,

9 Defendants.

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 11 The parties to this closed case entered into a settlement agreement. (See, e.g.,
 12 ECF No. 294 at 33-40 (dated Jan. 27 and Feb. 6, 2020) (“Settlement Agreement”).) The
 13 parties subsequently filed a stipulation to dismiss this case with prejudice that the Court
 14 signed, closing this case. (ECF No. 293 (issued Feb. 11, 2020) (“Dismissal Order”).) The
 15 Dismissal Order contained only two provisions. It first provided that this case was
 16 dismissed, in its entirety, with prejudice, with each party to bear its own attorneys’ fees
 17 and costs. (*Id.* at 1.) Second, it stated, “[t]his Stipulation for Dismissal with Prejudice is
 18 executed according to the terms agreed upon in the Settlement Agreement executed by
 19 the parties...” (*Id.* at 2.) Before the Court are two pending objections to subsequent rulings
 20 by United States Magistrate Judge William G. Cobb filed by Plaintiff Ronald Collins (ECF
 21 Nos. 328, 344) and Defendants’ motion to stay this case in which Defendants imprecisely¹
 22 argue the Court lacks subject matter jurisdiction over the parties’ dispute regarding the
 23 Settlement Agreement (ECF No. 336). Because the Court finds it lacks subject matter
 24 jurisdiction over the parties’ dispute as to the Settlement Agreement reflected in the

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¹The Court does not condone Defendants’ counsel’s approach of moving to stay this case until he has time to file a motion to dismiss, particularly considering that the motion to stay contains the arguments that a motion to dismiss would have contained anyway. Such an approach generates unnecessary motion practice.

1 pending motion and objections, and as further explained below, the Court will deny the
 2 pending motion and objections as moot.

3 “Federal courts are courts of limited jurisdiction.” *Kokkonen v. Guardian Life Ins.*
 4 *Co. of Am.*, 511 U.S. 375, 377 (1994). Federal courts lack jurisdiction “over disputes
 5 arising out of an agreement that produces” a stipulation to dismiss a case with prejudice,
 6 provided the dismissal order does not contain an ongoing jurisdiction clause. *Id.* at 378;
 7 see also *id.* at 377-82.

8 Indeed, in *Kokkonen*, the parties stipulated to dismiss their case with prejudice and
 9 “the District Judge signed the Stipulation and Order under the notation ‘It is so ordered.’.”
 10 *Id.* at 376-77. One of the parties subsequently felt the other was not honoring their
 11 settlement agreement and brought a motion to enforce the settlement agreement. See *id.*
 12 at 377. The district court entered an enforcement order under its inherent powers. See *id.*
 13 The Supreme Court found that decision was error, going on to explain that federal courts
 14 lack jurisdiction over settlement agreement disputes if the operative stipulation to dismiss
 15 the case does not include a provision giving the district court ongoing jurisdiction to
 16 adjudicate disputes as to the settlement agreement. See *id.* at 377-82.

17 In its present posture, this case is materially indistinguishable from *Kokkonen*. The
 18 Dismissal Order does not give the Court ongoing jurisdiction to adjudicate disputes over
 19 the Settlement Agreement. (ECF No. 293.) Here, like in *Kokkonen*, “the only order . . . was
 20 that the suit be dismissed, a disposition that is in no way flouted or imperiled by the alleged
 21 breach of the settlement agreement.” 511 U.S. at 380. The Court accordingly lacks
 22 jurisdiction over the parties’ dispute about the Settlement Agreement reflected in the
 23 pending objections and motion.² See *id.* at 377-82.

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27 ²While irrelevant to the Court’s decision here, the Settlement Agreement also states
 28 that Collins’ remedy in the event of a perceived breach is to file a new lawsuit, not file
 something in this case like he did here. (ECF No. 294 at 37.)

1 It is therefore ordered that the Court lacks jurisdiction over the parties' pending
2 objections and motion (ECF Nos. 328, 336, 344). These pending objections and motion
3 are accordingly denied as moot.

4 It is further ordered that this case will remain closed. The Court will not entertain
5 any further filings in this closed case and will indeed summarily deny any subsequent
6 motions filed under this case number regarding the Settlement Agreement.

7 DATED THIS 6th Day of October 2021.

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10 MIRANDA M. DU
11 CHIEF UNITED STATES DISTRICT JUDGE

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